

<i>SERFF Tracking Number:</i>	<i>WESA-125537978</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Darwin National Assurance Company</i>	<i>State Tracking Number:</i>	<i>#27440 \$50</i>
<i>Company Tracking Number:</i>	<i>2008-7001-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0020 Commercial Umbrella & Excess</i>
<i>Product Name:</i>	<i>Commercial Excess Follow Form - New Product</i>		
<i>Project Name/Number:</i>	<i>Submission of Commercial Excess Follow Form - New Product/2008-7001</i>		

Filing at a Glance

Company: Darwin National Assurance Company

Product Name: Commercial Excess Follow Form - New Product SERFF Tr Num: WESA-125537978 State: Arkansas

TOI: 17.0 Other Liability - Claims Made/Occurrence

SERFF Status: Closed

State Tr Num: #27440 \$50

Sub-TOI: 17.0020 Commercial Umbrella & Excess

Co Tr Num: 2008-7001-F

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Westmont Associates

Disposition Date: 09/02/2008

Date Submitted: 03/14/2008

Disposition Status: Withdrawn

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Submission of Commercial Excess Follow Form - New Product

Status of Filing in Domicile: Pending

Project Number: 2008-7001

Domicile Status Comments: Pending in DE

Reference Organization: None

Reference Number: None

Reference Title: None

Advisory Org. Circular: None

Filing Status Changed: 09/02/2008

State Status Changed: 09/02/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Enclosed please find attached Darwin National Assurance Company's ("Darwin") Excess Liability – Follow Form submission for your review and approval. This is a new filing and does not replace any forms, rates or rules currently on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on Darwin's behalf is enclosed.

Darwin is filing to introduce its Excess Liability – Follow Form product which will be used to provide insurance excess of

<i>SERFF Tracking Number:</i>	<i>WESA-125537978</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>2008-7001-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0020 Commercial Umbrella & Excess</i>
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underlying insurance on a follow form basis. This product can be written over various types of underlying Other Liability insurance coverages including, but not limited to, Directors and Officers Liability Insurance, Miscellaneous Professional Liability Insurance, Lawyers Professional Liability Insurance, Employment Practices Liability Insurance. The terms and conditions of coverage will apply in conformance with the underlying provisions of the followed policy unless endorsed or stated otherwise in our Excess Insurance Policy. Rates are determined as outlined in the attached rate pages and may be based on premiums for the underlying followed policy.

This is a new product for Darwin and we believe that the rating methodology results in premiums that are adequate, not excessive, and not unfairly discriminatory. As a new product, there is no rate impact to any existing insured.

Company and Contact

Filing Contact Information

(This filing was made by a third party - westmontassociatesinc)

Wesley Pohler, AVP	wes@westmontlaw.com
25 Chestnut Street	(856) 216-0220 [Phone]
Haddonfield, NJ 08033	(856) 216-0303[FAX]

Filing Company Information

Darwin National Assurance Company	CoCode: 16624	State of Domicile: Delaware
9 Farm Springs Road	Group Code:	Company Type: Property and Casualty
Farmington, CT 06032	Group Name:	State ID Number:
(860) 284-1300 ext. [Phone]	FEIN Number: 56-0997452	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	Arkansas Fee
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
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<i>SERFF Tracking Number:</i>	<i>WESA-125537978</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Darwin National Assurance Company</i>	<i>State Tracking Number:</i>	<i>#27440 \$50</i>
<i>Company Tracking Number:</i>	<i>2008-7001-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0020 Commercial Umbrella & Excess</i>
<i>Product Name:</i>	<i>Commercial Excess Follow Form - New Product</i>		
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Darwin National Assurance Company	\$0.00	03/14/2008	

SERFF Tracking Number: WESA-125537978 *State:* Arkansas
Filing Company: Darwin National Assurance Company *State Tracking Number:* #27440 \$50
Company Tracking Number: 2008-7001-F
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Excess Follow Form - New Product
Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
27440	\$50.00	03/12/2008

SERFF Tracking Number: WESA-125537978 State: Arkansas

Filing Company: Darwin National Assurance Company State Tracking Number: #27440 \$50

Company Tracking Number: 2008-7001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess

Product Name: Commercial Excess Follow Form - New Product

Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Edith Roberts	09/02/2008	09/02/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	09/02/2008	09/02/2008	Westmont Associates	09/02/2008	09/02/2008
Pending Industry Response	Edith Roberts	03/17/2008	03/17/2008	Westmont Associates	08/11/2008	08/11/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Question regarding filing	Note To Reviewer	Westmont Associates	07/03/2008	07/03/2008
Wrong Company	Note To Reviewer	Westmont Associates	04/23/2008	04/23/2008

SERFF Tracking Number: *WESA-125537978* *State:* *Arkansas*
Filing Company: *Darwin National Assurance Company* *State Tracking Number:* *#27440 \$50*
Company Tracking Number: *2008-7001-F*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0020 Commercial Umbrella & Excess*
Product Name: *Commercial Excess Follow Form - New Product*
Project Name/Number: *Submission of Commercial Excess Follow Form - New Product/2008-7001*

Disposition

Disposition Date: 09/02/2008

Effective Date (New):

Effective Date (Renewal):

Status: Withdrawn

Comment: Wes...

Please refer back to this SERFF filing when refiling...it will expedite my review. Thanks and have a great day!

Edith

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125537978 State: Arkansas

Filing Company: Darwin National Assurance Company State Tracking Number: #27440 \$50

Company Tracking Number: 2008-7001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess

Product Name: Commercial Excess Follow Form - New Product

Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

Item Type	Item Name	Item Status	Public Access
Supporting Document	Cover Letter - AR	Withdrawn	Yes
Supporting Document	Letter of Authorization	Withdrawn	Yes
Supporting Document	Forms Listing	Withdrawn	Yes
Form	Excess Insurance Policy	Withdrawn	Yes
Form	Excess Insurance Policy Declarations	Withdrawn	Yes
Form	Prior Notice Exclusion	Withdrawn	Yes
Form	Run-Off Endorsement	Withdrawn	Yes
Form	Additional Insured(s)	Withdrawn	Yes
Form	Maintenance Deductible	Withdrawn	Yes
Form	Cancellation of the Policy by the Insured	Withdrawn	Yes
Form	Delete Coverage/Recognize Erosion	Withdrawn	Yes
Form	Regulatory Claims Exclusion	Withdrawn	Yes
Form	Additional Insured - Seperate Retroactive Date	Withdrawn	Yes
Form	Bad Faith Endorsement	Withdrawn	Yes
Form	Intentional Breach of Authority Exclusion	Withdrawn	Yes
Form	Retroactive Date	Withdrawn	Yes
Form	Governmental Claims Coverage (Excess)	Withdrawn	Yes
Form	Amend Notice of Cancellation	Withdrawn	Yes
Form	Amend Notice of Non-Renewal	Withdrawn	Yes
Form	Specific Limit, Seperate Prior and Pending Litigation Dates	Withdrawn	Yes
Form	Recovery of Defense Expenses	Withdrawn	Yes
Form	Recovery of Defense Expenses	Withdrawn	Yes
Form	Amend Notice of Claims and Circumstances	Withdrawn	Yes
Form	Accept Competitors Application	Withdrawn	Yes
Form	Amend Section III (A)	Withdrawn	Yes
Form	Cancellation of Policy	Withdrawn	Yes
Form	Reduction of Underlying Insurance by Underlying Insurers and/or Insured	Withdrawn	Yes
Form	Excess Following Specific Form	Withdrawn	Yes

SERFF Tracking Number: WESA-125537978 State: Arkansas

Filing Company: Darwin National Assurance Company State Tracking Number: #27440 \$50

Company Tracking Number: 2008-7001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess

Product Name: Commercial Excess Follow Form - New Product

Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

Form	Not Excess Over Sublimited Coverages, Recognize Erosion	Withdrawn	Yes
Form	Prior Notice Exclusion	Withdrawn	Yes
Form	Reduction of Underlying Insurance by Underlying Insurers and/or Insured, Delete Recission Language	Withdrawn	Yes
Form	Nonconformance with Underlying Insurance	Withdrawn	Yes
Form	Arkansas Amendatory Endorsement	Withdrawn	Yes

SERFF Tracking Number: WESA-125537978 State: Arkansas
Filing Company: Darwin National Assurance Company State Tracking Number: #27440 \$50
Company Tracking Number: 2008-7001-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Excess Follow Form - New Product
Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/02/2008
Submitted Date 09/02/2008
Respond By Date
Dear Wesley Pohler,

This will acknowledge receipt of the captioned filing.

Unless when it is posted, my director objects, I have no problem in giving a credit on the filing.

Just let me know if you wish to withdraw and send a note with the new filing advising what you are doing.

Thanks.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/02/2008
Submitted Date 09/02/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Thank you Edith. I hereby withdraw this filing and will resubmit under the proper carrier.

Best regards,

Wes

Changed Items:

SERFF Tracking Number: *WESA-125537978* *State:* *Arkansas*
Filing Company: *Darwin National Assurance Company* *State Tracking Number:* *#27440 \$50*
Company Tracking Number: *2008-7001-F*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0020 Commercial Umbrella & Excess*
Product Name: *Commercial Excess Follow Form - New Product*
Project Name/Number: *Submission of Commercial Excess Follow Form - New Product/2008-7001*

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Westmont Associates

SERFF Tracking Number: WESA-125537978 State: Arkansas
Filing Company: Darwin National Assurance Company State Tracking Number: #27440 \$50
Company Tracking Number: 2008-7001-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Excess Follow Form - New Product
Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 03/17/2008

Submitted Date 03/17/2008

Respond By Date

Dear Wesley Pohler,

This will acknowledge receipt of the captioned filing.

This coverage is not exempt from the defense outside the limits requirements of AR Code Anno 23-79-307 (5) (A) unless exempt by a specific order which applies to the underlying coverage. Therefore, the forms listed below may not generically include defense within the limits of liability. You may address the reduction of defense expenses either in a provision that states payment of defense will follow the underlying provision or address the issue in an amendatory endorsement, but the policy forms may not be written as being automatically assuming the underlying coverage is exempt. Example General Liability vs. Directors and Officers.

Also, there is no provision to address the Claims Made Extended Reporting Periods. You must likewise, include a provision stating that the underlying policy provision will be applicable to claims made reporting.

Objection 1

- Excess Insurance Policy (Form)

Comment: This coverage (excess) is not exempt from defense outside the limits requirement of AR Code Anno 23-79-307 (5) (A). Please refer to Page 2, Section V.

Objection 2

- Excess Insurance Policy Declarations (Form)

Comment: This coverage (Excess) is not exempt from defense outside the limits requirement of AR Code Anno 23-79-307 (5) (A).

Objection 3

- Run-Off Endorsement (Form)

Comment: This coverage (Excess) is not exempt from the defense outside the limits requirements of AR Code Anno 23-79-307 (5) (A). Please refer to Item 2.

Objection 4

SERFF Tracking Number: WESA-125537978 State: Arkansas
Filing Company: Darwin National Assurance Company State Tracking Number: #27440 \$50
Company Tracking Number: 2008-7001-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Excess Follow Form - New Product
Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

- Delete Coverage/Recognize Erosion (Form)

Comment: Please explain the intent of this form. Neither is the sentence structure correct.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/11/2008
Submitted Date	08/11/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Edith,

Good afternoon.

If we withdraw this filing and resubmit it under the proper carrier, can the fee we paid count toward the new submission?

Best regards,

Wes

Related Objection 1

Applies To:

- Excess Insurance Policy (Form)

Comment:

This coverage (excess) is not exempt from defense outside the limits requirement of AR Code Anno 23-79-307 (5) (A). Please refer to Page 2, Section V.

Related Objection 2

Applies To:

- Excess Insurance Policy Declarations (Form)

SERFF Tracking Number: WESA-125537978 *State:* Arkansas
Filing Company: Darwin National Assurance Company *State Tracking Number:* #27440 \$50
Company Tracking Number: 2008-7001-F
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Excess Follow Form - New Product
Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

Comment:

This coverage (Excess) is not exempt from defense outside the limits requirement of AR Code Anno 23-79-307 (5) (A).

Related Objection 3

Applies To:

- Run-Off Endorsement (Form)

Comment:

This coverage (Excess) is not exempt from the defense outside the limits requirements of AR Code Anno 23-79-307 (5) (A). Please refer to Item 2.

Related Objection 4

Applies To:

- Delete Coverage/Recognize Erosion (Form)

Comment:

Please explain the intent of this form. Neither is the sentence structure correct.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Westmont Associates

SERFF Tracking Number: WESA-125537978 *State:* Arkansas
Filing Company: Darwin National Assurance Company *State Tracking Number:* #27440 \$50
Company Tracking Number: 2008-7001-F
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Excess Follow Form - New Product
Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

Note To Reviewer

Created By:

Westmont Associates on 07/03/2008 07:50 AM

Subject:

Question regarding filing

Comments:

Edith,

Good morning.

Thanks again for all of your help.

Can you confirm what course of action we should take here? Should we withdraw and then have the check apply to the new filing?

Best regards,

Wes

SERFF Tracking Number: WESA-125537978 *State:* Arkansas
Filing Company: Darwin National Assurance Company *State Tracking Number:* #27440 \$50
Company Tracking Number: 2008-7001-F
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Excess Follow Form - New Product
Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

Note To Reviewer

Created By:

Westmont Associates on 04/23/2008 03:05 PM

Subject:

Wrong Company

Comments:

Edith,

Good afternoon.

My apologies, it has come to my attention that this filing was made in the wrong company's name. It should have been made for Darwin Select. Is there any way to change the name of the Company on this filing?

Thanks,

Wes

SERFF Tracking Number: WESA-125537978 State: Arkansas

Filing Company: Darwin National Assurance Company State Tracking Number: #27440 \$50

Company Tracking Number: 2008-7001-F

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess

Product Name: Commercial Excess Follow Form - New Product

Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Withdrawn	Excess Insurance Policy	DRWN E2000	(6/2004)	Policy/Coverage Form		0.00	Excess Policy DRWN E2000 62004.pdf
Withdrawn	Excess Insurance Policy Declarations	DRWN E2005	(2/2008)	Declaration News/Schedule		0.00	DRWN E2005 (2-2008 ed).pdf
Withdrawn	Prior Notice Exclusion	v1009	(7/2003)	Endorsement/Amendment/Conditions		0.00	v1009 Prior Notice Exclusion - Excess D&O.pdf
Withdrawn	Run-Off Endorsement	V1108	(10/2007)	Endorsement/Amendment/Conditions		0.00	v1108 Run-Off Endorsement (Excess 10-2007).pdf
Withdrawn	Additional Insured(s)	v1124	(2/2004)	Endorsement/Amendment/Conditions		0.00	v1124 Additional Insured - Excess.pdf
Withdrawn	Maintenance Deductible	v1140	(3/2004)	Endorsement/Amendment/Conditions		0.00	v1140 Maintenance Deductible.pdf
Withdrawn	Cancellation of the Policy by the Insured	v1183	(4/2004)	Endorsement/Amendment/Conditions		0.00	v1183 Cancellation of Policy By the Insured.pdf
Withdrawn	Delete Coverage/Recog	v1208	(6/2004)	Endorsement/Amendment		0.00	v1208 Delete

SERFF Tracking Number: WESA-125537978 State: Arkansas
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Company Tracking Number: 2008-7001-F
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Product Name: Commercial Excess Follow Form - New Product
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	nize Erosion			ent/Condi ons		Coverage Recognize Erosion.pdf
Withdrawn	Regulatory Claims Exclusion	v1232	(9/2004)	Endorseme New nt/Amendm ent/Condi ons	0.00	v1232 Regulatory Claims Exclusion (Excess).pdf
Withdrawn	Additional Insured - Seperate Retroactive Date	v1251	(10/2004)	Endorseme New nt/Amendm ent/Condi ons	0.00	v1251 Additional Insured - Separate Retroactive Date.pdf
Withdrawn	Bad Faith Endorsement	v1331	(12/2004)	Endorseme New nt/Amendm ent/Condi ons	0.00	v1331 Bad Faith Endorsemen t (Excess Insurance Agents).pdf
Withdrawn	Intentional Breach of Authority Exclusion	v1332	(12/2004)	Endorseme New nt/Amendm ent/Condi ons	0.00	v1332 Intentional Breach of Authority Exclusion (Excess Insurance Agents).pdf
Withdrawn	Retroactive Date	v1359	(2/2005)	Endorseme New nt/Amendm ent/Condi ons	0.00	v1359 Retroactive Date (Excess).pdf
Withdrawn	Governmental Claims Coverage (Excess)	v1369	(2/2005)	Endorseme New nt/Amendm ent/Condi ons	0.00	v1369 Excess Insurance Agents - Government al Claims

SERFF Tracking Number: WESA-125537978 State: Arkansas
Filing Company: Darwin National Assurance Company State Tracking Number: #27440 \$50
Company Tracking Number: 2008-7001-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Excess Follow Form - New Product
Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

						Coverage.pdf
Withdrawn	Amend Notice of Cancellation	v1378	(3/2005)	Endorsement/Amendment/Conditions	0.00	v1378 Amend Notice of Cancellation - Insert # Days.pdf
Withdrawn	Amend Notice of Non-Renewal	v1379	(3/2005)	Endorsement/Amendment/Conditions	0.00	v1379 Amend Notice of NonRenewal - Insert # Days.pdf
Withdrawn	Specific Limit, Seperate Prior and Pending Litigation Dates	v1386	(2/2008)	Endorsement/Amendment/Conditions	0.00	v1386 (Updated Version) Prior and Pending Lit Excl - Split Date Separate Limits (EXCESS).pdf
Withdrawn	Recovery of Defense Expenses	v1419	(5/2005)	Endorsement/Amendment/Conditions	0.00	v1419 Defense Expenses, Recovery of (Excess over Duty to Defend).pdf
Withdrawn	Recovery of Defense Expenses	v1420	(5/2005)	Endorsement/Amendment/Conditions	0.00	v1420 Defense Expenses, Recovery of (Excess over Indemnity).p

SERFF Tracking Number: WESA-125537978 State: Arkansas
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Company Tracking Number: 2008-7001-F
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Product Name: Commercial Excess Follow Form - New Product
Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

						df
Withdrawn	Amend Notice of Claims and Circumstances	v1626	(9/2005)	Endorsement/Amendment/Conditions	0.00	v1626 notice of claims and circumstances.pdf
Withdrawn	Accept Competitors Application	v1676	(1/2006)	Endorsement/Amendment/Conditions	0.00	v1676 Accept Competitors Application.pdf
Withdrawn	Amend Section III(A)	v1706	(2/2006)	Endorsement/Amendment/Conditions	0.00	v1706 Amend Section III(A) Maintenance of Underlying (Excess D&O).pdf
Withdrawn	Cancellation of Policy	v1710	(2/2006)	Endorsement/Amendment/Conditions	0.00	v1710 Cancellation of Policy.pdf
Withdrawn	Reduction of Underlying Insurance by Underlying Insurers and/or Insured	v1818	(10/2007)	Endorsement/Amendment/Conditions	0.00	v1818 Reduction of Underlying by Insured or Insurers (EXCESS 10-2007).pdf
Withdrawn	Excess Following Specific Form	v1843	(10/2006)	Endorsement/Amendment/Conditions	0.00	v1843 Excess following specific form.pdf
Withdrawn	Not Excess Over Sublimated Coverages,	v1990	(5/2007)	Endorsement/Amendment/Conditions	0.00	v1990 No Excess Over Sublimits

SERFF Tracking Number: WESA-125537978 State: Arkansas
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Product Name: Commercial Excess Follow Form - New Product
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	Recognize Erosion			ons		Recognize Erosion (EXCESS).pdf
Withdrawn	Prior Notice Exclusion	v2101	(2/2008)	Endorsement/Amendment/Conditions	0.00	v2101 Prior Notice Exclusion (fill-in).pdf
Withdrawn	Reduction of Underlying Insurance by Underlying Insurers and/or Insured, Delete Recission Language	v2197	(1/2008)	Endorsement/Amendment/Conditions	0.00	v2197 Reduction of Underlying by Insured or Insurers Delete Recission Language.pdf
Withdrawn	Nonconformance with Underlying Insurance	v2198	(1/2008)	Endorsement/Amendment/Conditions	0.00	v2198 Excess over Senior Living Endt - Not Follow Form.pdf
Withdrawn	Arkansas Amendatory Endorsement	x1002	(2/2008)	Endorsement/Amendment/Conditions	0.00	x1002 Arkansas Amendatory. pdf



Excess Insurance Policy

THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

In consideration of the payment of the premium, and in reliance on the Application to Darwin Professional Underwriters, Inc., the Underwriter for the Insurer identified in the Declarations (hereinafter, the Insurer), and to the insurer(s) of the Underlying Insurance, and subject to the terms and conditions of, and endorsements to, this Policy, the Insurer and the Insured agree as follows:

I. INSURING AGREEMENT

The Insurer will provide the **Insured** with insurance excess of the **Underlying Insurance** specified in ITEM 4 of the Declarations for claims first made against the **Insured** during the **Policy Period**. Except as otherwise provided in this Policy, coverage under this Policy will apply in conformance with the terms and conditions of, and endorsements to, the **Primary Policy** and any other **Underlying Insurance**. In no event will the coverage under this Policy be broader than the coverage under any **Underlying Insurance**. Coverage under this Policy will attach only after all **Underlying Insurance** has been exhausted by the actual payment of loss by the **Underlying Insurers**.

II. DEFINITIONS

- (A) **"Application"** means the application attached to and forming part of this Policy, including any material submitted or obtained by the Underwriter in connection with such application.
- (B) **"Defense Expenses"** means reasonable and necessary legal fees and expenses incurred in defense of claims. Defense Expenses do not include salaries, wages or other overhead expenses of the **Insured**.
- (C) **"Insured"** means any and all persons and entities designated as insureds in the **Underlying Insurance**.
- (D) **"Policy Period"** means the period from the inception date to the expiration date set forth in ITEM 2 of the Declarations, or any lesser period of time if the Policy is cancelled before the expiration date.
- (E) **"Primary Policy"** means the policy specified in ITEM 4 (A) of the Declarations.
- (F) **"Underlying Insurance"** means all policies, including the **Primary Policy**, specified in ITEM 4 of the Declarations.
- (G) **"Underlying Insurers"** means any or all of the companies that issued the policies of **Underlying Insurance**, as specified in ITEM 4 of the Declarations.

III. MAINTENANCE OF UNDERLYING INSURANCE

- (A) The limit(s) of liability of the **Underlying Insurance** specified in ITEM 4 of the Declarations must be maintained in full effect during the **Policy Period** except for any reduction or exhaustion of such limit(s) of liability solely by reason of actual payment of loss by the **Underlying Insurers**. Failure to comply with this condition will not invalidate this Policy; however, the Insurer will not be liable under this Policy to any greater extent than it would have been if there had been full compliance with this condition. If any **Underlying Insurance** is not maintained, the **Insured** will be deemed to be self-insured for the limit(s) of liability of such **Underlying Insurance**. Notwithstanding anything to the contrary in this Policy, all coverage under this Policy will be void from its inception in the event that any **Underlying Insurance** is rescinded by agreement or legal process for fraud or other material misrepresentation by the **Insured**.
- (B) In the event of a modification to any **Underlying Insurance** by endorsement or otherwise, the coverage under this Policy will become subject to such modification only if and to the extent that the Insurer consents to such modification by written endorsement to this Policy.

IV. REDUCTION OR EXHAUSTION OF UNDERLYING INSURANCE

- (A) Subject to the terms and conditions of, and endorsements to, both this Policy and the **Underlying Insurance**, this Policy will provide coverage in excess of the **Underlying Insurance** for loss incurred in connection with a claim in the event that the **Underlying Insurance** is exhausted during the pendency of such claim solely as a result of the actual payment of loss by the **Underlying Insurers**.
- (B) Subject to the terms and conditions of, and endorsements to, both this Policy and the **Underlying Insurance**, this Policy will provide coverage as primary insurance for loss incurred in connection with any subsequent claim in the event that the **Underlying Insurance** is exhausted solely as a result of the actual payment of loss by the **Underlying Insurers** in connection with a prior claim or claims. If this Policy provides coverage as primary insurance, such coverage will be subject to the retention(s) set forth in the **Primary Policy**.
- (C) The **Insured**, not the Insurer, will bear the risk that any **Underlying Insurance** is or may be uncollectible. This Policy will not drop down for any reason, including, but not limited to, the uncollectibility (in whole or in part) of the **Underlying Insurance**, even if such uncollectibility is due to the financial impairment or insolvency of any of the **Underlying Insurers**. Coverage under this Policy will not be available unless and until all **Underlying Insurance** has been exhausted by the actual payment of loss by the **Underlying Insurers**.

V. LIMIT OF LIABILITY

The amount stated in ITEM 3 of the Declarations is the limit of liability under this Policy and is the maximum amount payable by the Insurer under this Policy for all loss, including **Defense Expenses**. **Defense Expenses** are part of, and not in addition to, the limit of liability, and the payment of **Defense Expenses** reduces the limit of liability.

VI. NOTICES

As a condition precedent to the Insurer's obligations under this Policy, the **Insured** will provide the Insurer with prompt notice of:

- (A) any claim under any **Underlying Insurance**, or any circumstance that could give rise to a claim under any **Underlying Insurance**;
- (B) any settlement offers that the **Insured** intends to make or any settlement demands made by any claimant, even if such offers or demands would not implicate coverage under this Policy;
- (C) the payment of any claims under any **Underlying Insurance**;
- (D) the cancellation of any **Underlying Insurance**;
- (E) the modification of any **Underlying Insurance** by endorsement or otherwise; or
- (F) any additional or return premiums charged or allowed in connection with any **Underlying Insurance**.

The entity named in ITEM 1 of the Declarations will be the sole agent for, and will act on behalf of, all **Insureds** with respect to all matters under this Policy, including, but not limited to, giving notice of claim, communications regarding coverage, the issuance of any endorsements, notice of cancellation or non-renewal, and any notice regarding the payment or return of any premium for this Policy.

Notice given to any of the **Underlying Insurers** of any claim or circumstance that could give rise to a claim under any **Underlying Insurance** will not be deemed notice to the Insurer. Notice of any claim or circumstance that could give rise to a claim under any **Underlying Insurance** must be sent by certified mail or prepaid courier to the Insurer at the address specified in ITEM 5 of the Declarations.

VII. MODIFICATION, CANCELLATION AND NON-RENEWAL

- (A) No modification of this Policy will be effective unless made by endorsement signed by an authorized agent of the Insurer.
- (B) The **Insured** may cancel this Policy prior to the expiration date set forth in ITEM 2 of the Declarations by mailing to the Insurer written notice stating when such cancellation will be effective.
- (C) The Insurer may cancel this Policy only for non-payment of premium, and only by delivering or mailing to the **Insured** written notice stating when, not less than thirty (30) days after such notice, such cancellation will be effective. The delivery or mailing of such notice will be sufficient proof of notice, and this Policy will terminate at the date and hour specified in the notice.
- (D) The Insurer will refund the unearned premium computed at the customary short rate if this Policy is cancelled by the **Insured**. Under all other circumstances, any unearned premium will be computed pro rata.
- (E) The Insurer has no obligation to renew this Policy upon its expiration. If the Insurer decides not to renew this Policy, it will provide written notice of non-renewal to the **Insured** no less than sixty (60) days prior to the expiration of the Policy.



Excess Insurance Policy Declarations

☐ Darwin National Assurance Company

Policy Number:

☐ Darwin Select Insurance Company

THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

Item 1. Name and Mailing Address of Insured Entity:

Item 2. Policy Period:

Inception Date:

Expiration Date:

At 12:01AM Standard Time at the Mailing Address shown above

Item 3. Limit of Liability:

\$

Item 4. Schedule of Underlying Insurance:

(A) Primary Policy

Insurer:

Policy No.:

Limit of Liability \$

Retention \$

(B) Underlying Excess Policies

Insurer

Policy No.:

Limit of Liability \$

Insurer

Policy No.:

Limit of Liability \$

Item 5. Notices required to be given to the Insurer must be addressed to:

For Reporting of Claims and Circumstances:

noticeofloss@DarwinPro.com

For all other Notices:

9 Farm Springs Road

Farmington, CT 06032

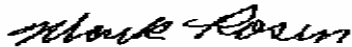
Item 6. Premium:

Total Policy Premium \$

Item 7. Endorsements Attached at Issuance:

THESE DECLARATIONS, THE POLICY FORM, ANY ENDORSEMENTS AND THE APPLICATION CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE INSURER AND THE INSURED RELATING TO THIS INSURANCE.

In Witness Whereof, the Insurer has caused this Policy to be executed by its authorized officers.



SECRETARY



PRESIDENT



AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. <EN>

PRIOR NOTICE EXCLUSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	PLATTE RIVER INSURANCE COMPANY

In consideration of the premium charged it is hereby agreed:

Notwithstanding anything to the contrary contained in this Policy or the **Underlying Insurance**, no coverage will be available under this Policy for Loss in connection with any Claim based upon, arising out of, directly or indirectly resulting from any fact, circumstance, situation, transaction, event or Wrongful Act which, before the inception date of this Policy was the subject of any notice given under any other policy of directors and officers liability or similar insurance.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

RUN-OFF ENDORSEMENT

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the additional premium charged of < >, it is hereby agreed:

1. Item 2. of the Declarations, **Policy Period**, is amended to read as follows:

Item 2. Policy Period
Inception Date: _____
Expiration Date: _____

2. The Limit of Liability set forth in Item 3 of the Declarations shall remain the Insurer's maximum aggregate Limit of Liability for all loss, including **Defense Expenses**, on account of claims first made against the **Insured** during the Policy Period.
3. No coverage shall be available for any loss, including **Defense Expenses**, on account of any claim based upon, arising from or in consequence of, any wrongful act committed or allegedly committed on or after <DATE>.
4. The entire premium and additional premium shall be deemed fully earned as of as of the effective date of this Endorsement.

The Policy is deemed amended to effectuate these changes.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

ADDITIONAL INSURED(S)

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is understood and agreed that:

Notwithstanding the terms and conditions of the **Underlying Insurance**, the term **Insured** is amended to include the persons or entities set forth below:

< LIST ADDITIONAL INSURED(S) >

All other terms conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

MAINTENANCE DEDUCTIBLE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed:

Section IV, REDUCTION OR EXHAUSTION OF UNDERLYING INSURANCE, paragraph (B), is amended to read as follows:

- (B) Subject to the terms and conditions of, and endorsements to, both this Policy and the **Underlying Insurance**, this Policy will provide coverage as primary insurance for loss incurred in connection with any subsequent claim in the event that the **Underlying Insurance** is exhausted solely as a result of the actual payment of loss by the **Underlying Insurers** in connection with a prior claims or claims. If this Policy provides coverage as primary insurance, such coverage will be subject to a deductible in the amount of <\$ >.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

CANCELLATION OF POLICY BY INSURED

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the return premium of \$_____, it is hereby understood and agreed that this Policy is cancelled effective _____.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

DELETE COVERAGE/RECOGNIZE EROSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>. forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged it is hereby agreed:

Notwithstanding anything to the contrary in the **Underlying Insurance**, this Policy will not provide coverage for **Claims** under < TYPE OF COVERAGE(S) > coverages in the **Underlying Insurance** (hereafter "excluded coverage claims") Provided, that this Policy will recognize the depletion or exhaustion of deductible, retentions, or the Limits of Liability of **Underlying Insurance** caused by excluded coverage claims.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

REGULATORY CLAIMS EXCLUSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>. forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged it is hereby agreed, notwithstanding any terms or conditions to the contrary in this Policy or the **Underlying Insurance**:

1. No coverage will be available under this Policy for any claim on account of a Regulatory Wrongful Act (hereinafter referred to as a "Regulatory Claim") based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) a written demand for payment or notice of investigation received by an **Insured**, that is made by or on behalf of, or for the benefit of, a Government Entity, including, but not limited to, a qui tam action or a relator lawsuit;
 - (ii) the receipt or execution of a search warrant, subpoena, civil investigation, notice, contact letter or demand letter issued against an **Insured** at the request or on behalf of a Government Entity, including, but not limited to, a qui tam action or a relator lawsuit;
 - (iii) an administrative or regulatory proceeding against an **Insured** commenced by the filing of a demand or notice of charges by or on behalf of, or for the benefit of, a Government Entity, including, but not limited to, a Qui tam action or a relator lawsuit;
 - (iv) an adjudicatory proceeding against an **Insured** commenced by the filing of a civil complaint or a request for injunctive relief by or on behalf of, or for the benefit of, a Government Entity, including, but not limited to, a qui tam action or a relator lawsuit; or
 - (v) a criminal proceeding brought against an **Insured** in a court of law commenced by the filing of an indictment or information;

provided that the Regulatory Claim shall not include any customary, regularly scheduled or routine examination, audit or reconciliation by or on behalf of, or for the benefit of, a Government Entity, of an **Insured**.

2. Solely for the purpose of this Endorsement, the term "Government Entity" shall mean the United States or any federal, state or local government, regulatory or administrative agency or entity.
3. Solely for the purpose of this Endorsement, a "Regulatory Wrongful Act" shall mean any alleged:
 - (i) act, error, omission, misstatement, misconduct, fraud, reckless disregard or negligence committed by an **Insured** in the performance of, or failure to perform, any of the following activities in the Medicaid, Medicare, Federal Employee Health Benefit or TriCare Programs:
 - (A) procedure coding;
 - (B) bill, claim, cost report or data submissions; or
 - (C) the calculation of managed care payments;

- (ii) offer, acceptance or payment by any **Insured** in exchange for any patient referral(s), in violation of any state, local, or federal law;
- (iii) offer, acceptance or payment by an **Insured** in violation of any state, local or federal antikickback law; or
- (iv) act, error or omission by an **Insured** In violation of the Health Insurance Portability and Accountability Act (HIPAA),

All other terms, conditions and limitations of this Policy shall remain unchanged.



Authorized Representative

ENDORSEMENT NO. <EN>

ADDITIONAL INSURED - SEPARATE RETROACTIVE DATE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, notwithstanding the terms and conditions of this Policy or the **Underlying Insurance**, it is hereby agreed that:

The definition of the term "**Insured**" is amended to include < INSERT NAME>, but coverage will only be provided for acts, errors or omissions which took place on or after < DATE >.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.



Authorized Representative

ENDORSEMENT NO. <EN>

BAD FAITH EXCLUSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, and notwithstanding any language to the contrary in this Policy or in the **Underlying Insurance**, this Policy will not apply to any claim based on, directly or indirectly arising out of, or resulting from, any actual or alleged lack of good faith or fair dealing in the handling of any claim or obligation due or alleged to be due under any insurance contract, bond or any benefit plan.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

INTENTIONAL BREACH OF AUTHORITY EXCLUSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, and notwithstanding any language to the contrary in this Policy or the **Underlying Insurance**, no coverage shall be available under this Policy for any claim based on, directly or indirectly arising out of, or resulting from, any actual or alleged intentional breach of underwriting or binding authority.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

RETROACTIVE DATE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>. forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, and notwithstanding the terms and conditions of this Policy or the **Underlying Insurance**, it is hereby agreed:

1. The Declarations Page is amended to add the following as ITEM 8:

"Item 8. Retroactive Date:

< Insert Date>"

2. The following definition shall be deemed added to Section II, DEFINITIONS, of the Policy:

"Retroactive Date" means the date on or after which an act, error or omission, fact, circumstance, situation, transaction, event or Wrongful Act must occur for coverage to apply under the Policy. No coverage will be available under the Policy for any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any act, error or omission, fact, circumstance, situation, transaction, event or Wrongful Act which occurred prior to the **Retroactive Date** specified in Item 8 of the Declarations, regardless of whether or not such an act, error or omission, fact, circumstance, situation, transaction, event or Wrongful Act gives rise to a Claim which is payable under the **Underlying Insurance**.

3. This Policy will NOT recognize the depletion or exhaustion of deductibles, retentions, or the Limits of Liability of the **Underlying Insurance** caused by Claims based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any act, error or omission, fact, circumstance, situation, transaction, event or Wrongful Act which occurred prior to the **Retroactive Date** specified in Item 8 of the Declarations.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

GOVERNMENTAL CLAIMS COVERAGE (EXCESS)

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, and notwithstanding any terms or conditions to the contrary in this Policy or the **Underlying Insurance**, it is hereby agreed:

- A. The **Insurer** will pay on behalf of the **Insured**, subject to the Limit of Liability set forth below, **Loss** and **Defense Expenses** which the **Insured** shall become legally obligated to pay because of **Governmental Claims**, provided always that:
1. such **Governmental Claim** is first made against the **Insured** during the **Policy Period**; and
 2. such **Governmental Claim** arises out of a **Wrongful Act** committed on or after the (?) Retroactive Date; and
 3. notice of such **Governmental Claim** is given to the **Insurer** in accordance with the **Underlying Insurance**.

There shall be no retention applicable to **Governmental Claims**.

- B. The maximum aggregate Limit of Liability for Governmental Claims is \$25,000.00. This amount is the most the **Insurer** will pay, no matter how many **Governmental Claims** are made during the **Policy Period**, and shall be part of, and not in addition to the Limit of Liability stated in Item 3 of the Declarations.
- C. Solely with respect to the coverage provided by this Endorsement, the following definitions shall apply:
1. "**Governmental Claim**" means a **Claim** or investigation brought by any federal, state or municipal agency, insurance department, or other governmental or quasi-governmental authority, in any capacity, whether in its own right, on behalf of an individual or entity, or by an individual or entity on the agency's or authority's behalf.
 2. "**Wrongful Act**" means any actual or alleged negligent act, error or omission of an **Insured** arising solely from the **Insured's** rendering or failing to render Professional Services as defined by the **Underlying Insurance**.
 3. "**Claim**" means any written notice or demand for monetary relief; any civil proceeding in a court of law; or any administrative proceeding; made against any **Insured** seeking to hold such **Insured** responsible for damages for a **Wrongful Act** or Personal Injury. A **Claim** does not include criminal proceedings of any type, and, except for a **Governmental Claim**, any proceeding that seeks injunctive, declaratory, equitable or non-pecuniary relief or remedies of any type.
 4. "**Defense Expenses**" means reasonable and necessary legal fees and expenses incurred by the **Insurer** to defend the **Insureds**; and all other fees, costs, costs of Subpoenas or Appeal Bonds or similar undertakings (but without any obligation on the part of the **Insurer** to furnish such bonds) and expenses incurred by the **Insurer** resulting from the investigation, adjustment, defense and appeal of a **Claim**.

Defense Expenses does not include: any salary or loss of income; punitive or exemplary damages, the multiplied portion of any multiplied damage award, criminal or civil fines or penalties, or taxes of the **Insured**.

5. "**Loss**" means any monetary amount paid on account of an award, judgment or settlement, which the **Insured** is legally obligated to pay as a result of a **Claim**. However, **Loss** shall not include: **Defense Expenses**; any salary or loss of income; punitive or exemplary damages, the multiplied portion of any multiplied damage award, criminal or civil fines or penalties, or taxes of the **Insured**.

- D. The following additional exclusions shall apply, and the Policy shall be deemed amended to include the same:

This Policy shall not apply to any **Claim, Loss, or Defense Expenses** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

1. any **Claim** seeking, in whole or in part, the return of any commission, fee, cost or expense previously paid or retained, whether by way of restitution of specific funds or other return of commissions or fees or reimbursement of premiums.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

AMEND NOTICE OF CANCELLATION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed that paragraph (C) in Section VII is amended to read as follows:

- (C) The Insurer may cancel this Policy only for non-payment of premium, and only by delivering or mailing to the **Insured** written notice stating when, not less than < # > days after such notice, such cancellation will be effective. The delivery or mailing of such notice will be sufficient proof of notice, and this Policy will terminate at the date and hour specified in the notice.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

AMEND NOTICE OF NON-RENEWAL

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed that paragraph (E) in Section VII is amended to read as follows:

- (E) The Insurer has no obligation to renew this Policy upon its expiration. If the Insurer decides not to renew this Policy, it will provide written notice of non-renewal to the **Insured** no less than < # > days prior to the expiration of the Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

SPECIFIC LIMIT, SEPARATE PRIOR & PENDING LITIGATION DATES

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, notwithstanding any language to the contrary in this Policy or in the **Underlying Insurance**, it is hereby agreed:

This Policy shall not apply to any claim, loss, or **Defense Expenses** based on, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any fact, circumstance, situation, transaction, event or wrongful act underlying or alleged in any prior and/or pending litigation, administrative or regulatory proceeding or investigation, of which any **Insured** had received written notice before the respective dates noted below:

Limit of Liability	Prior & Pending Date
First \$< >	< >
\$< > excess of \$ < >	< >

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

RECOVERY OF DEFENSE EXPENSES

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed as follows:

If this Policy provide provides coverage excess of the **Underlying Insurance** or as primary insurance, and the Insurer assumes the defense of a Claim, and it is ultimately determined the Insurer has no obligation to defend such **Claim**, then the Insurer will be entitled to full reimbursement of any **Defense Expenses** paid in connection with such Claim.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

RECOVERY OF DEFENSE EXPENSES

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed as follows:

If this Policy provide provides coverage excess of the **Underlying Insurance** or as primary insurance, and if **Defense Expenses** are paid or advanced on a current basis by the Insurer in connection with any Claim, and it is ultimately determined that the **Defense Expenses** paid or advanced by the Insurer are attributable to matters which are not covered under this Policy, then the Insurer will be entitled to full reimbursement of such **Defense Expenses**.

Nothing herein shall be construed to impose a duty to defend any **Insured** under the Policy upon the Insurer.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

AMEND NOTICE OF CLAIMS AND CIRCUMSTANCES

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, notwithstanding any language to the contrary in this Policy or in the **Underlying Insurance**, it is hereby agreed that Section VI(A) of the Policy is amended to read as follows:

- (A) any claim, or circumstance which could give rise to a claim, which is reported under any **Underlying Insurance**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

ACCEPT COMPETITOR'S APPLICATION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed that:

It is understood and agreed that the application for _____ Liability Insurance submitted to _____, and dated _____, 200____, by _____, the **Named Insured**, shall be treated as if it were submitted directly to Darwin Professional Underwriters, Inc. ("Darwin") and the Underwriter/Insurer identified in the Declarations, and Darwin and the Underwriter/Insurer identified in the Declarations shall succeed to the rights and interests of the insurer named in that application.

Such application will be treated as the **Application** for this Policy, and shall be on file and deemed to be attached to and form a part of the Policy, as if physically attached thereto.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

AMEND SECTION III(A)

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

- (A) In consideration of the premium charged, it is hereby agreed that Section III. MAINTENANCE OF UNDERLYING INSURANCE, subsection (A), is amended to delete the last sentence beginning with, "Notwithstanding anything to the contrary ..."

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

CANCELLATION OF POLICY

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the return premium of \$< >, it is hereby understood and agreed that this Policy is cancelled effective < DATE >.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

REDUCTION OF UNDERLYING INSURANCE BY UNDERLYING INSURERS AND/OR INSURED

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, it is hereby agreed that:

1. Section I. INSURING AGREEMENT, is amended to read as follows:

"The Insurer will provide the **Insured** with insurance excess of the **Underlying Insurance** specified in ITEM 4 of the Declarations for claims first made against the **Insured** during the **Policy Period**. Except as otherwise provided in this Policy, coverage under this Policy will apply in conformance with the terms and conditions of, and endorsements to, the **Primary Policy** and any other **Underlying Insurance**. In no event will the coverage under this Policy be broader than the coverage under any **Underlying Insurance**. Coverage under this Policy will attach only after all **Underlying Insurance** has been exhausted by the actual payment of loss by the **Underlying Insurers** and/or the **Insured**."

2. Section III. MAINTENANCE OF UNDERLYING INSURANCE, paragraph (A), is amended to read as follows:

"(A) The limit(s) of liability of the **Underlying Insurance** specified in ITEM 4 of the Declarations must be maintained in full effect during the **Policy Period** except for any reduction or exhaustion of such limit(s) of liability solely by reason of actual payment of loss by the **Underlying Insurers** and/or the **Insured**. Failure to comply with this condition will not invalidate this Policy; however, the Insurer will not be liable under this Policy to any greater extent than it would have been if there had been full compliance with this condition. If any **Underlying Insurance** is not maintained, the **Insured** will be deemed to be self-insured for the limit(s) of liability of such **Underlying Insurance**. Notwithstanding anything to the contrary in this Policy, all coverage under this Policy will be void from its inception in the event that any **Underlying Insurance** is rescinded by agreement or legal process for fraud or other material misrepresentation by the **Insured**."

3. Section IV. REDUCTION OR EXHAUSTION OF UNDERLYING INSURANCE, paragraphs (A) and (C), are amended to read as follows:

"(A) Subject to the terms and conditions of, and endorsements to, both this Policy and the **Underlying Insurance**, this Policy will provide coverage in excess of the **Underlying Insurance** for loss incurred in connection with a claim in the event that the **Underlying Insurance** is exhausted during the pendency of such claim solely as a result of the actual payment of loss by the **Underlying Insurers** and/or the **Insured**."

"(C) The **Insured**, not the Insurer, will bear the risk that any **Underlying Insurance** is or may be uncollectible. This Policy will not drop down for any reason, including, but not limited to, the uncollectibility (in whole or in part) of the **Underlying Insurance**, even if such uncollectibility is due to the financial impairment or insolvency of any of the **Underlying Insurers**. Coverage under this Policy will not be available unless and until all

Underlying Insurance has been exhausted by the actual payment of loss by the **Underlying Insurers** and/or the **Insured**."

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

EXCESS FOLLOWING SPECIFIC FORM

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, notwithstanding any terms and conditions to the contrary in this Policy or the **Underlying Insurance**, it is hereby agreed that coverage under this Policy will apply in conformance with the terms and conditions of, and any endorsements to, the < INSERT NAME OF FORM > form, issued by < INSERT CARRIER>, Policy Number < >, except with respect to Limits of Liability and Premium.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

NOT EXCESS OVER SUBLIMITED COVERAGES, RECOGNIZE EROSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed:

The coverage provided under this Policy will not apply excess over, nor conform to the terms and conditions of, any sublimited coverages in the **Primary Policy** or any other **Underlying Insurance**.

Provided, however, that this Policy shall recognize the erosion of the Limits of Liability of the **Underlying Insurance**, due to such sublimited coverage, when applicable.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

PRIOR NOTICE EXCLUSION

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRIER NAME>

In consideration of the premium charged it is hereby agreed:

Notwithstanding anything to the contrary contained in this Policy or the **Underlying Insurance**, no coverage will be available under this Policy for Loss in connection with any Claim based upon, arising out of, directly or indirectly resulting from any fact, circumstance, situation, transaction, event or Wrongful Act which, before the inception date of this Policy was the subject of any notice given under any other policy of <insert coverage type> or similar insurance.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

REDUCTION OF UNDERLYING INSURANCE BY UNDERLYING INSURERS AND/OR INSURED,
DELETE RESCISSION LANGUAGE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed that:

1. Section I. INSURING AGREEMENT, is amended to read as follows:

"The Insurer will provide the **Insured** with insurance excess of the **Underlying Insurance** specified in ITEM 4 of the Declarations for claims first made against the **Insured** during the **Policy Period**. Except as otherwise provided in this Policy, coverage under this Policy will apply in conformance with the terms and conditions of, and endorsements to, the **Primary Policy** and any other **Underlying Insurance**. In no event will the coverage under this Policy be broader than the coverage under any **Underlying Insurance**. Coverage under this Policy will attach only after all **Underlying Insurance** has been exhausted by the actual payment of loss by the **Underlying Insurers** and/or the **Insured**."

2. Section III. MAINTENANCE OF UNDERLYING INSURANCE, paragraph (A), is amended to read as follows:

"(A) The limit(s) of liability of the **Underlying Insurance** specified in ITEM 4 of the Declarations must be maintained in full effect during the **Policy Period** except for any reduction or exhaustion of such limit(s) of liability solely by reason of actual payment of loss by the **Underlying Insurers** and/or the **Insured**. Failure to comply with this condition will not invalidate this Policy; however, the Insurer will not be liable under this Policy to any greater extent than it would have been if there had been full compliance with this condition. If any **Underlying Insurance** is not maintained, the **Insured** will be deemed to be self-insured for the limit(s) of liability of such **Underlying Insurance**."

3. Section IV. REDUCTION OR EXHAUSTION OF UNDERLYING INSURANCE, paragraphs (A) and (C), are amended to read as follows:

"(A) Subject to the terms and conditions of, and endorsements to, both this Policy and the **Underlying Insurance**, this Policy will provide coverage in excess of the **Underlying Insurance** for loss incurred in connection with a claim in the event that the **Underlying Insurance** is exhausted during the pendency of such claim solely as a result of the actual payment of loss by the **Underlying Insurers** and/or the **Insured**."

"(C) The **Insured**, not the Insurer, will bear the risk that any **Underlying Insurance** is or may be uncollectible. This Policy will not drop down for any reason, including, but not limited to, the uncollectibility (in whole or in part) of the **Underlying Insurance**, even if such uncollectibility is due to the financial impairment or insolvency of any of the **Underlying Insurers**. Coverage under this Policy will not be available unless and until all **Underlying Insurance** has been exhausted by the actual payment of loss by the **Underlying Insurers** and/or the **Insured**."

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

NONCONFORMANCE WITH UNDERLYING INSURANCE

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No.	<POLICYNO>
Issued to	<ACCTNAME>
Issued by	<CARRNAME>

In consideration of the premium charged, it is hereby agreed:

The coverage provided under this Policy will not conform to the following terms and conditions of, and/or endorsements to, the **Primary Policy** and any other **Underlying Insurance**, relating to the following:

1. Section I., subsection D., CLAIMS-MADE SEXUAL MISCONDUCT LIABILITY;
2. Section II., SUPPLEMENTAL PAYMENTS.

There will be no coverage under this Policy for loss or defense expenses from any Claims, or payments, for which coverage may be provided under the **Primary Policy** pursuant to the above-referenced Policy Sections; provided however that this Policy shall recognize the erosion of the Limits of Liability of the **Primary Policy** due to such payments, or due to loss or defense expenses from such Claims.

Coverage under this Policy will apply in conformance with all other terms and conditions of, and endorsements to, the **Primary Policy** and any other **Underlying Insurance**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

ENDORSEMENT NO. <EN>

**ARKANSAS STATE AMENDATORY
(CANCELLATION/NON-RENEWAL)**

This Endorsement, effective at 12:01 a.m. on <TRXEFFDATE>, forms part of

Policy No. <POLICYNO>
Issued to <ACCTNAME>
Issued by <CARRNAME>

In consideration of the premium charged, notwithstanding any language to the contrary in this Policy or in the **Underlying Insurance**, it is hereby agreed that Section VII. MODIFICIATION, CANCELLATION AND NON-RENEWAL is deleted and replaced as follows:

Cancellation by the Named Insured

The **Insured** may cancel this Policy by surrendering it to the **Insurer** or to any of the **Insurer's** authorized agents, or by mailing the **Insurer** written notice stating when thereafter the cancellation will be effective.

Cancellation by the Insurer – All Policies In Effect For 60 Days Or Less

The **Insurer** may cancel this policy by mailing to the **Insured** at the address shown in Item 1 of the Declarations written notice stating when, not less than 20 days thereafter, such cancellation will be effective. However, if the **Insured** has not paid a premium when due, the **Insurer** may cancel this Policy by mailing to the **Insured** at the address shown in Item 1 of the Declarations written notice stating when, not less than 10 days thereafter, such cancellation will be effective.

Cancellation by the Insured – All Policies in Effect For More Than 60 Days

If this Policy has been in effect for more than 60 days, or is a renewal of a Policy the **Insurer** issued, the **Insurer** may cancel this Policy only upon the occurrence, after the effective date of the Policy, of one or more of the following:

- (1) Nonpayment of premium.
- (2) Discovery of fraud or material misrepresentation by:
 - (a) The **Insured** in obtaining this insurance; or
 - (b) The **Insured** in pursuing a claim under this Policy.
- (3) A substantial increase in any of the hazards insured against.
- (4) Any violation of local codes (such as local fire or building codes) with respect to any covered property or its occupancy that substantially increases any of the hazards insured against.
- (5) Nonpayment of membership dues required to issue or maintain the Policy.
- (6) A material violation by the **Named Insured** of a material provision of the Policy.

The **Insurer** will mail or deliver advance written notice of cancellation to the **Named Insured**, at the mailing address shown in the Policy at least 10 days before the effective date of cancellation if You have not paid a premium when due and at least 20 days before the effective date of cancellation for all other reasons.

The mailing of the notice as stated above will be sufficient proof of notice. The time of surrender or the effective date of cancellation stated in the notice will become the end of the **Policy Period**. Delivery of written notice will be the equivalent of mailing.

If the **Insured** cancels this Policy, the unearned premium will be computed in accordance with the customary short rate table and procedure. If the **Insurer** cancels, unearned premium will be computed pro-rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Non-Renewal

The Insurer has no obligation to renew this Policy upon its expiration. The Insurer has no obligation to renew this Policy upon its expiration. If the Insurer decides not to renew this Policy, it will provide written notice of non-renewal to the **Insured** no less than sixty (60) days prior to the expiration of the Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

<i>SERFF Tracking Number:</i>	<i>WESA-125537978</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Darwin National Assurance Company</i>	<i>State Tracking Number:</i>	<i>#27440 \$50</i>
<i>Company Tracking Number:</i>	<i>2008-7001-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0020 Commercial Umbrella & Excess</i>
<i>Product Name:</i>	<i>Commercial Excess Follow Form - New Product</i>		
<i>Project Name/Number:</i>	<i>Submission of Commercial Excess Follow Form - New Product/2008-7001</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125537978 State: Arkansas
Filing Company: Darwin National Assurance Company State Tracking Number: #27440 \$50
Company Tracking Number: 2008-7001-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: Commercial Excess Follow Form - New Product
Project Name/Number: Submission of Commercial Excess Follow Form - New Product/2008-7001

Supporting Document Schedules

Satisfied -Name: Cover Letter - AR	Review Status: Withdrawn	09/02/2008
Comments: Attached is the Arkansas cover letter.		
Attachment: Cover Letter - Darwin New Program - Forms.pdf		
Satisfied -Name: Letter of Authorization	Review Status: Withdrawn	09/02/2008
Comments: Attached is the letter of authorization.		
Attachment: Filing Authorization Letter (signed).pdf		
Satisfied -Name: Forms Listing	Review Status: Withdrawn	09/02/2008
Comments: Attached is the countrywide forms list.		
Attachment: Forms Listing.pdf		



March 11, 2008

Department of Insurance
Property and Casualty Division
Form and Rate Filings Review

RE: **Darwin National Assurance Company/NAIC #: 0501-16624/FEIN #: 56-0997452**
Excess Liability - Follow Form
New Submission – Form Filing
Company Filing #: 2008-7001-F
Effective Date: Upon Earliest Possible Approval

To Whom It May Concern:

Enclosed please find attached Darwin National Assurance Company's ("Darwin") Excess Liability – Follow Form submission for your review and approval. This is a new filing and does not replace any forms currently on file in your jurisdiction. A letter permitting Westmont Associates, Inc. to submit this filing on Darwin's behalf is enclosed.

Darwin is filing to introduce its Excess Liability – Follow Form product which will be used to provide insurance excess of underlying insurance on a follow form basis. This product can be written over various types of underlying Other Liability insurance coverages including, but not limited to, Directors and Officers Liability Insurance, Miscellaneous Professional Liability Insurance, Lawyers Professional Liability Insurance, Employment Practices Liability Insurance. The terms and conditions of coverage will apply in conformance with the underlying provisions of the followed policy unless endorsed or stated otherwise in the Excess Insurance Policy.

The rates to be used in coordination with the enclosed forms have been filed under separate cover as Company filing number 2008-7001-R.

Your approval and/or acknowledgement of this submission is respectfully requested. Thank you for your attention to this matter.

Respectfully submitted,

Wesley Pohler

Wesley Pohler
Assistant Vice President
wes@westmontlaw.com

Enclosures

cc: N. Stepanski
M. McDonald



9 Farm Springs Road
Farmington, Connecticut 06032
www.darwinpro.com

January 9, 2008

Re: Darwin National Assurance Company
NAIC #: 16624
FEIN #: 56-0997452
Letter of Authorization
Filing of Forms, Rates and Rules

I, Mark I. Rosen, am a duly appointed authorized officer of Darwin National Assurance Company ("Darwin"). In accordance with the applicable statutes and regulations of your state, this letter authorizes Wesley Pohler and Westmont Associates, Inc. to act on Darwin's behalf for the purpose of filing Darwin's forms, rules and rates, and responding to any Insurance Department questions or comments in connection with such filing.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark I. Rosen". The signature is written in a cursive, flowing style.

Mark I. Rosen
Secretary

**DARWIN NATIONAL ASSURANCE COMPANY
COMMERCIAL EXCESS FOLLOW FORM PRODUCT
COUNTRYWIDE FORMS LISTING**

Form Number	Form Name
DRWN E2000 (6/2004)	Excess Insurance Policy
DRWN E2005 (2/2008)	Excess Insurance Policy Declarations
v1009 (7/2003)	Prior Notice Exclusion
v1108 (10/2007)	Run-Off Endorsement
v1124 (2/2004)	Additional Insured(s)
v1140 (3/2004)	Maintenance Deductible
v1183(4/2004)	Cancellation of Policy By the Insured
v1208 (6/2004)	Delete Coverage/Recognize Erosion
v1232 (9/2004)	Regulatory Claims Exclusion
v1251 (10/2004)	Additional Insured - Separate Retroactive Date
v1331 (12/2004)	Bad Faith Endorsement
v1332 (12/2004)	Intentional Breach of Authority Exclusion
v1359 (2/2005)	Retroactive Date
v1369 (2/2005)	Governmental Claims Coverage (Excess)
v1378 (3/2005)	Amend Notice of Cancellation
v1379 (3/2005)	Amend Notice of Non-renewal
v1386 (2/2008)	Specific Limit, Separate Prior and Pending Litigation Dates
v1419 (5/2005)	Recovery of Defense Expenses
v1420 (5/2005)	Recovery of Defense Expenses
v1626 (9/2005)	Amend Notice of Claims and Circumstances
v1676 (1/2006)	Accept Competitors Application
v1706 (2/2006)	Amend Section III(A)
v1710 (2/2006)	Cancellation of Policy

Form Number	Form Name
v1818 (10/2007)	Reduction of Underlying Insurance by Underlying Insurers and/or Insured
v1843 (10/2006)	Excess Following Specific Form
v1990 (5/2007)	Not Excess Over Sublimited Coverages, Recognize Erosion
v2101 (2/2008)	Prior Notice Exclusion
v2197 (1/2008)	Reduction of Underlying Insurance by Underlying Insurers and/or Insured, Delete Rescission Language
v2198 (1/2008)	Nonconformance with Underlying Insurance